

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In re:)	
)	Chapter 11
PRIME LOGISTICS, INC.,)	Case No. 21-45397
)	Honorable Judge Mark A. Randon
Debtor)	

AFFIDAVIT OF DEFAULT

I, Michael McGinley, after being first duly sworn on oath, depose and state as follows:

1. I am over the age of 18.
2. I have personal knowledge and knowledge based upon records of the matters set forth herein and if called to testify, I would testify as set forth herein.
3. I am Vice President of Litigation and Recovery at PNC Bank, National Association, successor by merger to PNC Equipment Finance, LLC (“PNC”) and authorized to make this affidavit.
4. PNC is a secured creditor with a first priority security interest in certain equipment: one (1) 2018 Freightliner CA113, VIN No. 3ALAGGDV0JSJT8421, one (1) 2019 Western Star 5700XE SLP Truck, VIN No. 5KKABGDV0LLLC4608, and one (1) 2020 Freightliner PT116 Truck, VIN No. 1FVAHNDV1LLKY5928 acquired by Prime Logistics, Inc. (the “Debtor”) pursuant to Loan & Security Agreement Nos. xx7977, xx3363 and xx3404.
5. Pursuant to the Order Confirming Debtor’s Plan of Reorganization (“Plan Confirmation Order”) entered December 6, 2021 (Docket No. 192), the Debtor was required to make payments of \$6,000.00 per month to PNC on its secured claim of \$308,599.35.
6. The Plan Confirmation Order, p. 7, includes default provision directing creditors to serve by regular first-class U.S. mail or email to Debtor and Debtor’s lead counsel of record as

listed on the Court's docket a written notice of default with ten (10) days to cure the defaulted payments.

7. The Debtor is delinquent on the plan payments due in October 2022 and all payments due thereafter.

8. PNC certifies that, pursuant to the Plan Confirmation Order, a letter was sent to the Debtor and Debtor's counsel allowing ten (10) days to cure the default stated in this Affidavit. A copy of the Notice of Default letter is attached hereto as Exhibit A.

9. The Debtor has failed to cure the default.

10. If called to testify in this matter, I would competently testify to the above.

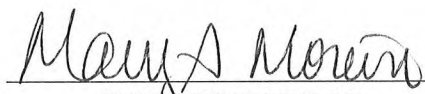
FURTHER AFFIANT SAYETH NOT

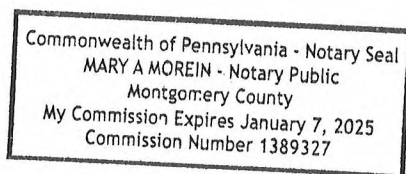
By:


Michael McGinley

Subscribed and sworn to before me

on this 13th day of December, 2023.


NOTARY PUBLIC



State of Pennsylvania

County of Montgomery

This record was acknowledged before me on 12/13/23 by
(Date)

Michael M. Ginsley
(Name)

Mary A Morein
(Notary Signature)

Mary A Morein
(Notary - Printed Name)

Commonwealth of Pennsylvania - Notary Seal
MARY A MOREIN - Notary Public
Montgomery County
My Commission Expires January 7, 2025
Commission Number 1389327

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SUITE 3270
CHICAGO, IL 60611
312-784-2400

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DARCY & DEVASSY^{PC}
ATTORNEYS AT LAW

October 11, 2023

Via First Class and Certified Mail:

Prime Logistics, Inc.
c/o Milad Yousif
2410 Bella Magnolia Ct
Rochester, MI 48306-4775
myousif@primelogisticsinc.com

Milad Yousif
2410 Bella Magnolia Ct
Rochester, MI 48306-4775

Robert N. Basel
P.O. Box T
Clinton, MI 49236
bbassel@gmail.com

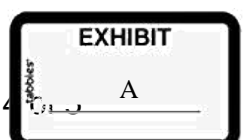
Re: PNC Bank, N.A., as successor by merger with PNC Equipment Finance, LLC v.
Prime Logistics, Inc. and Milad Yousif
Equipment Lease Agreement Nos. xxx977, xxx363 and xxx404
Our File No. 2442.22843
Amount of Debt: \$153,362.36

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY
INFORMATION OBTAINED FROM THIS COMMUNICATION MAY BE USED
AGAINST YOU FOR THAT PURPOSE.**

Dear Mr. Yousif:

PNC Bank, N.A., as successor by merger with PNC Equipment Finance, LLC (“PNC”), has retained Darcy & Devassy PC to represent it in the above-referenced matter. Henceforth, any communications you may wish to have concerning this matter should be directed to the undersigned. PNC, as lender, and Prime Logistics, Inc. (the “Debtor”), as borrower, entered into Loan & Security Agreement Nos. xxx977, xxx363 and xxx404 (the “Agreements”). You also personally guaranteed the obligations of the Debtor under the Agreements.

The Order confirming the Debtor’s Chapter 11 Plan entered December 6, 2021 (Docket No. 192) (the “Plan”) required the Debtor to make payments to PNC in the amount of \$6,000.00 per month commencing on February 1, 2022 and continuing on the 1st day of each month thereafter until satisfaction of the secured claim. The Debtor defaulted under the Plan by failing to make the payment due October 1, 2022, and all payments due thereafter. The Plan provides that: if the default is not brought current within the 10-day period, the creditor shall be entitled to pursue all of its rights under their respective agreements with the Debtor and applicable state law, including



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but not limited to pursuing rights against third-parties, without the need of further Order from this Court.

As a result of the default on plan payments, PNC recovered and sold its collateral. After crediting the Debtor and Milad Yousif for the net sale proceeds, PNC is entitled to payment of total deficiency balance due under the Agreements, which is **\$153,362.36**, plus interest and attorneys' fees and costs.

If suitable arrangements have not made on or before **October 23, 2023** for payment of the outstanding balance, we have been instructed to initiate suit against the Debtor and Milad Yousif to protect PNC's rights under the Agreements.

This letter is not intended to limit any of PNC's rights and/or claims against the Debtor and Milad Yousif, all of which are reserved. I look forward to your prompt response to this letter. You may contact me at (312) 784-2400 to discuss this matter further.

Regards,

DARCY & DEVASSY PC

By: /s/C. Randall Woolley